



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

AMERIGAS PROPANE INC
 460 N GULPH RD
 KING OF PRUSSIA, PA 19406
 United States

**This Purchase Order is
 Cancelled and replaced with
 PO#3439218; click here to be
 redirected to the replacement
 PO #3439218.**

Amendment Date: 29-OCT-15
 Original Award Date: 01-OCT-15
 Buyer: T Bovis
 Phone #: N/A
 FOB: Destination
 Terms: NET 30
 Vendor # 32433

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 1 Award Number 3439218 Effective Period 01-OCT-15 - 30-SEP-18	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	GAS, LIQUID PROPANE (MPA #166)			

Description	Bid Number	Change Order Req#
GAS, LIQUID PROPANE (MPA #166)	7549878	
MPA #166 - GAS, LIQUID AND PROPANE CONTRACT PERIOD: 10/1/15 - 9/30/18 PRICING FOR THE STATE OF THE RHODE ISLAND PROPANE GAS SELKIRK POSTING +0.350 PER GALLON THE VENDOR MUST ATTACH TO EACH INVOICE A COPY OF THE JOURNAL OF COMMERCE FROM THE LAST FRIDAY OF THE PREVIOUS MONTH, SHOWING THE SELKIRK POSTING PRICE. IF FOR ANY REASON THE BASE RATE PRICING CHANGES AND IT HAS BEEN APPROVED BY THE DIVISION OF PURCHASES, THEN THE NEW PRICING SUPPORT SHOULD BE INCLUDED WITHOUT EXCEPTION. NO INVOICE WILL BE PROCESSED FOR PAYMENT WITHOUT PROPER DOCUMENTATION ATTACHED. TANK RENTALS ARE AT NO CHARGE LABOR RATE PER MAN HOUR (NO SEPARATE TRAVEL) (\$100.00 PER HOUR) DISCOUNT FROM PARTS LIST IS 0% TO BE INCLUDED IN THE PRICING NOTIFICATION CONTACT DAWN STEVENSON GOVERNMENT ACCOUNT MANAGER NATIONAL ACCOUNTS AMERIGAS PHONE 610-768-3601		

STATE PURCHASING AGENT

 Nancy R. McIntyre



RI Purchase Agreement Amendment Report

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ONE CAPITOL HILL
PROVIDENCE RI 02908

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	GAS, LIQUID PROPANE (MPA #166)			

Description	Bid Number	Change Order Req#
GAS, LIQUID PROPANE (MPA #166)	7549878	
FAX 610-768-7694 EMAIL: DAWN.STEVENSON@AMERIGAS.COM		

STATE PURCHASING AGENT
Nancy R. McIntyre



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

AMERIGAS PROPANE INC
460 N GULPH RD
KING OF PRUSSIA, PA 19406
United States

GAS, LIQUID PROPANE (MPA #166)	
Award Number 3439218	Effective Period: 01-OCT-15 - 30-SEP-18

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Date:	01-OCT-15
Buyer:	T Bovis
Shipping:	Paid
Terms:	NET 30
Vendor#:	32433

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
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Department	Type of Requisition	Bid Number	Requisition Number
MULTI AGENCY		7549878	N/A

MPA #166 - GAS, LIQUID AND PROPANE

CONTRACT PERIOD: 10/1/15 - 9/30/18

PRICING FOR THE STATE OF THE RHODE ISLAND PROPANE GAS

~~SELKIRK POSTING +0.278 PER GALLON~~ *See Notice of Contract Purchase Agreement Amendment for pricing

THE VENDOR MUST ATTACH TO EACH INVOICE A COPY OF THE JOURNAL OF COMMERCE FROM THE LAST FRIDAY OF THE PREVIOUS MONTH, SHOWING THE SELKIRK POSTING PRICE. IF FOR ANY REASON THE BASE RATE PRICING CHANGES AND IT HAS BEEN APPROVED BY THE DIVISION OF PURCHASES, THEN THE NEW PRICING SUPPORT SHOULD BE INCLUDED WITHOUT EXCEPTION. NO INVOICE WILL BE PROCESSED FOR PAYMENT WITHOUT PROPER DOCUMENTATION ATTACHED.

TANK RENTALS ARE AT NO CHARGE

LABOR RATE PER MAN HOUR (NO SEPARATE TRAVEL) (\$100.00 PER HOUR)

DISCOUNT FROM PARTS LIST IS 0%

TO BE INCLUDED IN THE PRICING NOTIFICATION CONTACT
DAWN STEVENSON
GOVERNMENT ACCOUNT MANAGER
NATIONAL ACCOUNTS
AMERIGAS
PHONE 610-768-3601
FAX 610-768-7694
EMAIL: DAWN.STEVENSON@AMERIGAS.COM

STATE PURCHASING AGENT
Nancy R. McIntyre

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime

manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.